

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
1550, Avenue d'Estimauville  
1550, D'Estimauville Avenue  
Québec  
Québec  
G1J 0C7

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Mobile loading bridge	
<b>Solicitation No. - N° de l'invitation</b> EE519-140600/A	<b>Date</b> 2013-10-16
<b>Client Reference No. - N° de référence du client</b> EE519-14-0600	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCN-009-15649	
<b>File No. - N° de dossier</b> QCN-3-36086 (009)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-11-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hamann, Frédéric	<b>Buyer Id - Id de l'acheteur</b> qcn009
<b>Telephone No. - N° de téléphone</b> (418) 649-2975 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA QUAI CAP-AUX-MEULES Québec Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Delivery Required - Livraison exigée</b> VOIR DOC.	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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### **PART 1 - GENERAL INFORMATION**

## 1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement, the Basis of Payment, the Insurance Requirements, the Photos of current installation and the Wharfs plans

## 2. Summary

Overall, the requirement consists of the design, manufacturing, testing, delivery and operating instructions of a mobile loading bridge to the site of Transport Canada, Port of Cap-aux-Meules, Magdalen Islands, Province of Quebec. The mobile loading bridge is intended for passenger and crew movements between the "Le Madeleine" and "Le Vacancier" vessels and the wharfs.

All the deliverables must be received within 3 months of contract award date.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada - Chile Free Trade Agreement (CCFTA), and the Canada - Peru Free Trade Agreement (CPFTA).

## 3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copies)

Section III: Certifications (1 hard copies)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

In their bid, bidders must describe their capability and experience, the project management team and provide client contact(s).

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## **Section II: Financial Bid**

**1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

**1.2 Exchange Rate Fluctuation**  
C3011T (2010-01-11), Exchange Rate Fluctuation

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Technical Evaluation

Mandatory technical criteria and point rated technical criteria are included in Table 1 below. The mandatory technical criteria and point rated technical criteria will be evaluated from the similar projects.

##### Similar projects means:

- 1 - A Mobile Loading Bridge project worth \$ 150,000.00 CAD or more.
- 2 - A Mobile Loading Bridge that has been manufactured for loading/unloading at least one ship with a capacity of not less than 500 passengers.

For each similar projects bidders must provide at least the following information:

- Title of the project;
- Project Value
- Capacity of the ship(s) served by the Mobile Loading Bridge.
- Project description and photo(s) of the final result;
- Name of the user/customer, including name, telephone number and email of a contact person who can confirm the information;
- Exact dates of the project (month and year of start and end / delivery).

If the information provided is not sufficient to confirm the relevance of the project achieved in relation to the above requirements, the bid will be declared non-responsive.

A verification with the user of the project in reference to attest the accuracy of the information could be made. If the user is not available or refute the information provided by the bidder, the bid will be declared non-responsive.

**Table 1: Evaluation criteria - Mandatory and point-rated technical criteria**

<b>Evaluation Criteria</b>	<b>Mandatory Criteria</b>	<b>Point Rated Criteria</b>
<b>1- Relevant business experience</b>	The firm must have completed at least 1 similar project in the past 3 years.	<p>The company has completed 1 similar project in last 3 years = 1 point</p> <p>The company has completed 2 similar projects in last 3 years = 3 points</p> <p>The company has completed 3 similar projects in last 3 years = 5 points</p>

<b>Relevant experience of the work team</b>		
<b>2- Experience of the project manager</b>	Must have completed a minimum of 1 similar project as a project manager during the last 3 years.	<p>Has completed 1 similar project as a project manager during the last 3 years = 5 points</p> <p>Has completed 2 similar projects as a project manager during the last 3 years = 10 points</p> <p>Has completed 3 similar projects, or more, as a project manager during the last 3 years = 15 points</p>
<b>3- Experience of the engineer</b>	Must have completed a minimum of 1 similar project as an engineer during the last 3 years.	<p>Has completed 1 similar project as an engineer during the last 3 years = 2 points</p> <p>Has completed 2 similar projects as an engineer during the last 3 years = 6 points</p> <p>Has completed 3 similar projects, or more, as an engineer during the last 3 years = 10 points</p>
<b>4- Experience of the production supervisor</b>	Must have completed a minimum of 1 similar project as a production supervisor during the last 3 years.	<p>Has completed 1 similar project as a production supervisor during the last 3 years = 1 point</p> <p>Has completed 2 similar projects as a production supervisor during the last 3 years = 3 points</p> <p>Has completed 3 similar project, or more, as a production supervisor during the last 3 years = 5 points</p>

## 1.2 Financial Evaluation

- (a) Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Quebec Sales Tax (QST) excluded.
- (b) Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor to the bids submitted in foreign currency.
- (c) Bidders must provide prices DDP (Incoterm 2000). Bids will be assessed on a DDP (Incoterm 2000) basis.
- (d) The total evaluation price will be the price for item 1 + the price for item 2 available at Annex B - Basis of Payment.

## 2. Basis of Selection

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory criteria;
2. Bids not meeting (a) and (b) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 50% for the technical merit and 50% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained/maximum number of points available multiplied by the ratio of 50%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 50%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

### Example:

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 50/50 ratio of technical merit and price, respectively. The total available points equals 35 and the lowest evaluated price is \$245,000.00.

Basis of Selection - Highest Combined Rating Technical Merit (50%) and Price (50%).

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		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		35/35	30/35	24/35
<b>Bid Evaluated Price</b>		\$555,000.00	\$277,500.00	\$245,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$35/35 \times 50 = 50$	$30/35 \times 50 = 42.86$	$24/35 \times 50 = 34.23$
	<b>Pricing Score</b>	$245/555 \times 50 = 22.07$	$245/277.5 \times 50 = 44.14$	$245/245 \times 50 = 50$
<b>Combined Rating</b>		72.07	87	84.23
<b>Overall Rating</b>		3rd	1st	2nd

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 1. **Mandatory Certifications Required Precedent to Contract Award**

#### 1.1 **Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 **Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### 2. **Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 2.2 **Status and Availability of Resources**

*SACC Manual* clause A3005T (2010-08-16), Status and Availability of Resources

#### 2.3 **Education and Experience**

*SACC Manual* clause A3010T (2010-08-16), Education and Experience

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## **PART 6 - REQUIREMENTS**

### **1. Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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## PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 1. Requirement

The Contractor must provide a Mobile Loading Bridge in accordance with the Requirement at Annex "A".

### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

#### 2.1 General Conditions

2030 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

#### 2.2 Supplemental General Conditions

4001 (2013-01-28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance apply to and form part of the Contract.

### 3. Security Requirement

There is no security requirement applicable to this Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be received and installed within 3 months of contract award date.

#### 4.2 Period of the Contract

The period of the Contract is from date of Contract to 1 year after the acceptance of the deliverables.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Frédéric Hamann  
Title: Supply specialist  
Public Works and Government Services Canada  
Acquisitions Branch

Telephone: 418-649-2975

Facsimile: 418-648-2209

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E-mail address: frederic.hamann@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Project Authority (will be completed at contract award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Contractor's Representative

Name: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

## 5.4 Administrative Authority (will be completed at contract award)

For all information related to invoicing and/or payments you may communicate with:

Name: \_\_\_\_\_

Telephone : \_\_\_\_ \_\_\_\_ \_\_\_\_

Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 Single Payment

*SACC Manual* clause H1000C (2008-05-12) Single Payment

## 7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed and before receiving confirmation of acceptance of the work by the Technical Authority.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - (b) On request, one (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4001 (2013-01-28) Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2030 (2013-06-27) General Conditions - Higher Complexity - Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements
- (g) Annex D, Photos of current installation
- (h) Annex E, Wharfs plans
- (i) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

## 11. SACC Manual clause

B1501C (2006-06-16), Electrical Equipment

B7500C (2006-06-16), Excess Goods

## 12. Foreign Nationals (Canadian Contractor)

*SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)*

**OR**

## 12. Foreign Nationals (Foreign Contractor)

*SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)*

## 13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

**14. Hardware**

(a) With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	Site of Transport Canada, Port of Cap-aux-Meules, Magdalen Islands, Province of Quebec
Installation Site	Site of Transport Canada, Port of Cap-aux-Meules, Magdalen Islands, Province of Quebec
Delivery Date	Within 3 months of contract award date
Contractor must deliver Hardware Documentation	Yes
Hardware Documentation must include maintenance documentation	Yes
Language of Hardware Documentation	<i>The Hardware Documentation must be delivered in one of English or French. If the documentation is available in the other of the two official languages of Canada, the Contractor must deliver the documentation in both English and French.</i>
Contractor must Install Hardware at time of Delivery	Yes
Class of Maintenance Service	- <i>On-Site Maintenance Service</i>
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award]
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]

## **ANNEX A - REQUIREMENT**

Design and manufacturing of a  
**MOBILE LOADING BRIDGE**  
 Cap-aux-Meules, Quebec

### **PART 1 - GENERAL**

#### **1.1 OBJECTIVE:**

- .1 Overall, the need consists of the design, manufacturing, testing, delivery to the Port of Cap-aux-Meules, Magdalen Islands, Province of Quebec, and operating instructions of a mobile loading bridge.
- .2 The mobile loading bridge is intended for passenger and crew movements between the "Le Madeleine" and "Le Vacancier" vessels and the wharfs.
- .3 On occasion, the mobile loading bridge will be used on the oil tanker wharf.
- .4 The Contractor is responsible for training the users of the mobile loading bridge regarding its operation and maintenance.

#### **1.2 TERMINOLOGY:**

- .1 "Wharves" refers to the ferry wharf and the oil tanker wharf.
- .2 "NBC" refers to the National Building Code of Canada.
- .3 "CSA" refers to the Canadian Standards Association.
- .4 "CSST" refers to the Commission de la santé et de la sécurité au travail (Quebec Workmen's Compensation Commission).
- .5 "ULC" refers to Underwriters Laboratories of Canada.

### **PART 2 - REFERENCE DOCUMENTS:**

#### **2.1 PHOTOS OF CURRENT FACILITIES: SEE APPENDIX D**

#### **2.2 PLANS OF CURRENT FACILITIES: SEE APPENDIX E**

#### **2.3 STANDARDS AND PUBLICATIONS**

- .1 The standards or publications identified below must be followed in the design and manufacturing of the mobile loading bridge system (the most recent standard in effect applies):
- .2 Canadian Standards Association (CSA)
  - .1 CAN/CSA-G40.20-04/G40.21-04, General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel.
  - .2 CAN/CSA-G164-M92 (C2003), Hot Dip Galvanizing of Irregularly Shaped Articles.
  - .3 CAN/CSA-S16-01, Limit States Design of Steel Structures as well as CAN/CSA S161-05, supplement no 1.
  - .4 CAN/CSA-S136-01 (C2007), North American Specification for the Design of Cold-Formed Steel Structural Members as well as CAN/CSA-S136S1-04, supplement.
  - .5 CAN/CSA W47.1-03 (C2008), Certification of Companies for Fusion Welding of Steel.
  - .6 CAN/CSA W47.2-03 (C2008), Certification of Companies for Fusion Welding of Aluminum.
  - .7 CAN/CSA W48-01, Filler Metals and Allied Materials for Metal Arc Welding.

- .8 CAN/CSA W55.3 1965 (R2003), Resistance Welding Qualification Code for Fabricators of Structural Members Used in Buildings.
  - .9 CSA W59-03, Welded Steel Construction (Metal Arc Welding).
- .3 American Society for Testing and Materials International, (ASTM)
- .1 ASTM A36/A36M 08, Standard Specification for Carbon Structural Steel.
  - .2 ASTM A193/A193M 09, Standard Specification for Alloy Steel and Stainless Steel Bolting Materials for High Temperature or High Pressure Service and Other Purpose Application.
  - .3 ASTM A307 00, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
  - .4 ASTM A325 02, Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
  - .5 ASTM A325M 00, Standard Specification for High Strength Bolts for Structural Steel Joints (Metric).
  - .6 ASTM A490M 00, Standard Specification for High Strength Steel Bolts, Classes 10.9 and 10.9.3, for Structural Steel Joints (Metric).
- .4 Aluminum Association Inc. (AA)
- .1 Current Designation System for Aluminum Finishes.
- .5 American Society for Testing and Materials (ASTM International)
- .1 ASTM A307 [00], Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile.
  - .2 ASTM A325 [01], Specification for Structural Bolts, Steel, Heat Treated, 120/105ksi Minimum Tensile Strength.
  - .3 ASTM A325M [00], Specification for High Strength Bolts for Structural Steel Joints [Metric].
  - .4 ASTM A490 [00], Specification for Heat Treated Steel Structural Bolts, 150 ksi Minimum Tensile Strength.
  - .5 ASTM A490M [00], Specification for High Strength Steel Bolts, Classes 10.9 and 10.9.3 for Structural Steel Joints [Metric].
  - .6 ASTM B209M [01], Specification for Aluminum and Aluminum Alloy Sheet and Plate [Metric].
  - .7 ASTM B210M [00], Specification for Aluminum and Aluminum Alloy Drawn Seamless Tubes [Metric].
  - .8 ASTM B211M [01], Specification for Aluminum and Aluminum Alloy Bar, Rod and Wire [Metric].
  - .9 ASTM F593 [01], Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
- .6 Canadian Standards Association (CSA) / CSA International
- .1 Current CAN/CSA-G164-M92, Hot Dip Galvanizing of Irregularly Shaped Articles.
  - .2 Current CAN3-S157-FM83, Strength Design in Aluminum.
  - .3 Current CSA W47.2-M1987, Certification of Companies for Fusion Welding of Aluminum.
  - .4 Current CSA W59.2-FM1991, Welded Aluminum Construction.
- .7 The Society for Protective Coatings (SSPC)
- .1 SSPC SP 3 (1995), Power Tool Cleaning.
- .8 National Research Council Canada (NRC) and Régie du Bâtiment du Québec

.1 Quebec Construction Code - Chapter 1, Building and National Building Code of Canada 2005 (amended), as well as the user's guide - NBC 2005: Structural Commentaries (Part 4 of Division B).

.9 Unless otherwise indicated, the steel framework and welding work must be performed in accordance with the requirements of the CAN/CSA-S16 standard.

.10 Welding work must be carried out in accordance with the following requirements:

.1 Welding must be performed by a Canadian Welding Bureau-approved welder in accordance with the following Canadian Standards Association (CSA) standards:

- .1 CSA W47.1-03, Certification of Companies for Fusion Welding of Steel; and
- .2 CSA W47.2-[M1987] (R2003), Certification of Companies for Fusion Welding of Aluminum, Division 2.1.

.2 Prior to contract award and within 10 calendar days following a request in writing from the Contracting Authority, the successful bidder must provide proof of recognition of its welding credentials.

.11 The hydraulic jacks must conform to the CSA S826 Series-01 standard, latest revision.

.12 The work must be carried out in accordance with the requirements of the latest revision of the following standards:

- .1 CSA B51 Boiler, Pressure Vessel, and Pressure Piping Code;
- .2 ASME B31.1 Power Piping.

.13 Certain requirements of these specifications may differ from the CSA S826 Series-01 standard (Ferry Boarding Facilities). In such a case, the most stringent requirements must take precedence.

.14 All the hydraulic systems must conform to CSA S826 series-01, latest revision.

.15 The work must be carried out in accordance with the requirements of the latest revision of the following standards:

- .1 CSA B51 Boiler, Pressure Vessel, and Pressure Piping Code;
- .2 ASME B31.1 Power Piping.

.16 Painting of Metal Surfaces - References

.1 American Society for Testing and Materials (ASTM)

- .1 ASTM D 610-95, Standard Test Method for Evaluating Degree of Rusting on Painted Steel Surfaces.
- .2 ASTM D 2369-98, Standard Test Method for Volatile Content of Coatings.
- .3 ASTM D 2832-92 (R1994)], Standard Guide for Determining Volatile and Nonvolatile Content of Paint and Related Coatings.
- .4 ASTM D 5326-94a, Standard Test Method for Color Development in Tinted Latex Paints.

.2 Canadian General Standards Board (CGSB)

- .1 CAN/CGSB 1.171-98, Inorganic Zinc Coating.
- .2 CAN/CGSB 1.207-98, Low-Temperature Curing Epoxy Coating.
- .3 CAN/CGSB 1.212-95, Chromate and Lead Free Marine Primer, for Steel and Light Alloy Surfaces.

.3 Federal Standard (FS)

- .1 FS-595B-98, Paint Colours.

.4 Steel Structures Painting Council (SSPC)

- .1 SSPC-SP-10, Near White Blast Cleaning.

### **PART 3 - TECHNICAL REQUIREMENTS:**

#### **3.1 OVERALL SYSTEM TECHNICAL REQUIREMENTS**

- .1 Must first consider the safety of the passengers and crew members and other personnel, the vessels and the equipment, in accordance with all the applicable codes and regulations
- .2 Must be mobile with a commercial "Minivan", equipped with a mooring ring system. The maximum towing capacity of the minivan must be 6,000 kilograms.
- .3 Must operate satisfactorily under ambient temperatures ranging from -45 degrees Celsius to 40 degrees Celsius, including during static heat or cold impregnation periods lasting 48 hours or less, under good weather or bad weather conditions, without wind or with winds up to [120] km/h. The design of the components and the selection of the materials must allow production of durable boarding bridges for the above-mentioned weather conditions.
- .4 Must be designed and built for a service life of 30 years.
- .5 Must be designed so that their surfaces are free of protruding angles or changes in level that could catch objects or debris or that could represent a hazard for people.
- .6 Must be designed and calculated to satisfy the requirements of the NBC.
- .7 Must be designed for use in a marine environment with exposure to salt water, sea air and strong winds.
- .8 Must be designed to be autostable, meaning that it is independent of the neighbouring structures (wharves and vessels); its installation and use must not necessitate any modification to said neighbouring structures.
- .9 Must be designed to enable the active mechanisms and limit switches to be capable of operating within the established temperature limits, and the lubricants must be chosen accordingly.
- .10 All components must be suitable for the uses and conditions of use described above and/or below.
- .11 Must be designed so that it can be used on the different types of wharves listed below.
  - .1 The ferry wharf.
  - .2 The oil tanker wharf (level of 925 mm below the ferry wharf).
- .12 Must use "regular replacement set" components, in order to reduce the replacement time of the parts.
- .13 Must include all the flashings, sills and other junction and end components required for its efficient operations.
- .14 Must avoid water accumulation on flat surfaces. Runoff water must be diverted from moving parts, joints, passageways, etc.

.15 The Contractor must not account for access for handicapped persons in its design, because they will not use the mobile loading bridge.

.16 Must be manufactured using only corrosion-proof materials. Steels must be zinc treated (hot dip galvanizing: apply a zinc coat of at least 600 g/m<sup>2</sup>, in accordance with CAN/CSA-G164, and the aluminum must be natural anodized (anode treatment conforming to AA-M12-C22-A31). A sample of the materials must be submitted for approval upon request from the Technical Authority.

.17 Shop and assembly drawings must be approved by an Engineer who is a member in good standing of the Ordre des Ingénieurs du Québec.

### 3.2 **SYSTEM DESIGN REQUIREMENTS**

.1 Must have a maximum weight of 6,000 kilograms.

.2 Must have the following maximum dimensions:

.1 Width: 3,660 mm \*\*

.2 Height: 4,500 mm \*\*

\*\* (overall measurements when fittings are in stop position during movement of the mobile loading bridge on site)

.3 Length: 6,000 mm

.3 Must be able to support the following loads at a minimum:

.1 A dynamic overload of 4.8 KPa.

.2 A snow overload, designed according to the latest edition of the National Building Code of Canada, assuming a normal category of importance and values of 3.5 kPa and 0.60 kPa for S<sub>s</sub> and S<sub>r</sub> respectively.

.3 A wind overload of 120 km/h on both sides or q of 0.68 kPa. Wind load calculated according to the requirements of NBC 2010 and corresponding to the Magdalen Islands region.

.4 An ice accumulation overload corresponding to 40 mm of ice all around the outer perimeter of all the components of the mobile loading bridge.

.5 These overloads may apply in whole or in part, separately or simultaneously, and the designs must be established according to the worst possible conditions.

.4 Must take into account the maximum incline of the bridge passageway, which must be no greater than 4:12.

### 3.3 **SYSTEM PERFORMANCE REQUIREMENTS**

.1 Must be able to accommodate the vessels' movement/amplitude as follows:

.1 Vertical: 1,200 mm + or - 600 mm

.2 Longitudinal: 600 mm + or - 300 mm

.3 Transverse: 450 mm + or - 225 mm

.2 Must be able to reach a height of at least 8.0 metres above the wharf deck and have a vertical amplitude of 5.0 metres.

.3 Once the mobile loading bridge is in place on the wharf, at its working location, it must be operational for loading/unloading within three (3) minutes.

.4 Must provide enough bending rigidity to avoid excessive swing when the loading bridge is stopped gradually.

.5 The control hardware and the active mechanisms must be protected against any operating failure due to an accumulation or infiltration of freezing rain or melting snow.

.6 The equipment must be failsafe.

.1 Mechanical safety stops must be provided to prevent any overrun of components that would be released from the support, guidance or braking mechanisms.

.2 In addition to the heavy-duty limit switches, mechanical stops must be provided to prevent any excessive movement during normal operation.

.7 It is important that the components be of simple and robust construction and that they be easily accessible for maintenance, including lubrication and replacement purposes.

.8 The control devices and the electrical manoeuvring devices must be standard components used in the industry. It must be possible to procure spare parts easily.

### **3.4 MOBILE STRUCTURE TECHNICAL REQUIREMENTS**

.1 Must include the loads of all fixed and mobile equipment installed on it.

.2 Must be rigid enough to eliminate the distortion effects that could prematurely age all the components of the mobile loading bridge.

### **3.5 CONTROL DEVICE TECHNICAL REQUIREMENTS**

.1 Must be equipped with a main control/manoeuvring panel: the panel must be mounted at a location where it does not risk obstructing the boarding bridge operator's view or impeding passenger traffic. The main panel must include the following:

.1 A start/stop switch, with a removable key in the two (2) positions (a duplicate of the keys must be provided).

.2 An emergency stop bottom (with manual reset), with priority and serving to stop the boarding bridge.

.3 A manual/automatic switch.

.4 A vertical movement control switch (ascent/descent).

.5 A horizontal movement control switch (extension/withdrawal of the bridge).

.6 A boarding bridge pivot control switch (left/right).

.7 An engagement/disengagement control switch for the levelling device.

.8 A pilot light showing complete withdrawal of the mobile boarding bridge.

.9 A light switch.

.10 A "Ready to board" switch.

.2 Must be equipped with an auxiliary control/manoeuvring panel: the panel must be mounted near the main panel, must be moveable and must include the same controls as the fixed panel.

.3 Servo-controls

.1 A contact must ensure servo-control between lighting of the guidance lights and return of the boarding bridge to the fully withdrawn position.

.2 The control devices must be servo-controlled so that the opposite functions cannot be selected simultaneously.

.3 It must be possible to render movement controls inoperative by setting the related key switches in "STOP" position.

.4 Power on for the movement controls of the mobile boarding bridge must be servo-controlled by maintenance in "Manual" position (with deadman switch of the related manual/automatic switch).

.5 Power on for the automatic levelling device control must be servo-controlled by setting the related manual/automatic switch in the "automatic" position.

.6 The access covers of the control panels must be lockable with a key.

.7 Unless the related "manual/automatic" switch is in "automatic" position, all the movement controls must be deadman switches).

.8 The control switches must be referenced by means of inscriptions in French and English.

.9 The boarding bridge operating instructions, written in the two (2) official languages, must be posted above the control panel.

.4 The manoeuvring, guidance and braking mechanisms of the boarding bridges must be designed to operate flexibly.

### **3.6 ELECTRICAL TECHNICAL REQUIREMENTS**

.1 Must ensure the ground continuity of the equipment in accordance with the Quebec Construction Code, Chapter 5, Electricity, latest edition in force.

.2 Must be powered by connection to a distribution substation on the wharf or by an autonomous generator installed on the mobile loading bridge.

Articles 3.6.2.1, 3.6.2.2, 3.6.2.3, 3.6.2.4, 3.6.2.5 and 3.6.2.6 are in relation to the power connection:

.1 The types of power available on the wharves are as follows:

.1 600 Volts, 3 phases, 60 Hz,

.2 120/208 Volts, 3 phases, 4 wires, 60 Hz

.2 Must equipped with a flexible industrial cable for mobile applications, Nexans brand, Model H07 RNF, or approved equivalent conforming to the standards: NF C 32-131, 32-070 C1, halogen-free (IEC 60754-1), low toxicity of smoke gases (IEC 60-754-2).

.3 The cable must be designed for all mobile applications and must conform to the specific standards for this type of application.

.4 The gauge of the cable conductors must depend on the total power of the mobile loading bridge equipment.

.5 The cable must be equipped with an industrial outlet of a capacity appropriate to the use, complete with circuit-breaker, inclined sleeve with weatherproof cover. La prise de courant must be a lockable male plug equipped with a post-locking power-on device.

.6 Must be equipped with a 25-metre-long power cable.

.3 Must be equipped with a power supply panel of the mobile loading bridge equipment rated NEMA-4X or equivalent, and be equipped with a main circuit breaker with lights, outlets and other electrical fittings designed to withstand bad weather.

.4 Must be equipped with individual 120-volt outlets integrated into the moveable structure for multiple uses by the user. Provide for four (4) outlets at the lower level of the moveable structure and two (2) outlets at the upper level.

.5 Must be equipped with conductors for the main circuits and bypass circuits, which must be copper, type RW90 or equivalent, placed under rigid galvanized conduits coated with anticorrosion protection.

.6 An industrial electromechanical protection device must be installed under the boarding bridges and their underslung equipment to prevent them, when they are lowered, from coming into contact with the wharf equipment and other equipment that would be found underneath.

.7 The electrical components, devices and systems of the boarding bridge must be designed, manufactured and installed in accordance with the relevant national, provincial or local standards and requirements in force in Canada.

.8 All electrical equipment must be CSA certified.

### **3.7 HYDRAULIC AND/OR ELECTROMECHANICAL SYSTEM TECHNICAL REQUIREMENTS**

.1 The choice of type of mobile loading bridge operators is left to the manufacturer's discretion. However, the devices must meet all requirements of these specifications.

.2 An automatic levelling device must be installed at the base of the chassis of the mobile loading bridge, allowing it to be stable and always remain level during mobile boarding bridge manoeuvres and passenger boarding/unboarding.

### **3.8 WHEEL SHAFTS, WHEELS AND SUSPENSION**

.1 The suspension used must support the total loads of the mobile unit and must require minimal maintenance.

.2 The wheel shafts must be equipped with mudguards installed in accordance with the regulations in force.

.3 Galvanized steel wheels of a size to be determined according to the selected configuration.

.4 Galvanized steel spare wheel mounted with tire, installed on the trailer with an anti-theft lock and protective envelope.

### **3.9 HITCHING SYSTEM**

.1 Must be equipped with a ring-type hitching system rated for the total load of the mobile loading bridge.

.2 Must be equipped with galvanized Grade 70 steel safety chains with hooks of a capacity equivalent to the total weight of the trailer under load.

### **3.10 SIGNAGE**

.1 Must be equipped with electrical wiring passed through sealed protective conduits; the electrical fittings must be welded and insulated with shrinking sheaths.

.2 Must be equipped with a standard electrical plug, round with seven contacts, connected to the wiring according to the industry standard.

.3 Must be equipped with sealed LED signal lights.

.4 Must be equipped with a wide load sign to be installed permanently on the back of the mobile unit, in accordance with the regulations.

.5 Must be equipped with a strobe light and an electrical connection to power it on the back of the mobile unit. This light may be installed on the end of the boarding bridge it is positioned at the back of the mobile unit during movements. Thus, the same light could be used as a safety feature during movement (positioning) of the mobile boarding bridge.

.6 Must be equipped with signage to ensure user safety in adjoining areas, in passageways, on ramps and steps, in low-height areas, etc.

### **3.11 UTILITY LOCKER**

.1 Must be equipped with a leakproof storage locker, which will serve to store different accessories useful to the ship operators. The locker must be about 12,220 mm wide by 600 mm deep by 600 mm high.

.2 Must be equipped with an appropriate locking system.

## **PART 4 - DELIVERABLES**

### **4.1 PROGRESS REPORT**

.1 The Contractor must, at least 10 days prior to the start of manufacturing, submit the quality control program that it intends to implement for performance of the work to the Technical Authority for review and comment.

.2 The Contractor must, within seven (7) days following the Contract award date, submit a detailed schedule for performance of the work to the Technical Authority for review, showing that the work will be completed within the contract deadlines.

.3 The schedule must be sufficiently detailed to clearly identify anticipated progress on each activity required to complete the work within the contract deadlines, including start and completion dates and how the activities are inter-related. Further, the Contractor must identify the activities comprising the Contract's critical path.

.4 The schedule must include all relevant activities indicated on the drawings and specifications, including but not limited to the following:

- .1 Preparation of all Contractor shop drawings, including but not limited to assembly drawings, parts list, etc.);
- .2 Time frame for procuring materials, equipment and components and date received by the plant;
- .3 Manufacturing of the various structural components of the mobile loading bridge;
- .4 Welding of the main structural components, e.g.: bridge, chassis, etc.;
- .5 Assembly of the components of the mobile loading bridge;
- .6 Installation of the mechanical components and their hardware;
- .7 Factory testing of the mechanical components;
- .8 Delivery to point of delivery, i.e.: Port of Cap-aux-Meules, Magdalen Islands;
- .9 Supply of all contract documents required for acceptance of the work.

### **4.2 SHOP DRAWINGS**

.1 At least 10 days prior to ordering any equipment or manufacturing any parts, the Contractor must submit detailed shop drawings and assembly drawings of the various components of the mobile loading bridge to the Technical Authority for review.

.2 The Contractor must prepare all manufacturing drawings as well as lists of materials required for performance of the work.

.3 The drawings must be produced using a 3D modelling software (most recent version available on the market) and in accordance with JCCBI's standardized procedures, as described in the computer-assisted drawing procedures manual, which must be supplied to the Contractor by the

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Technical Authority upon request. Drawings not prepared in accordance with these standardized procedures must be returned to the Contractor for correction. Drawings must be produced in electronic format, and copies of the shop drawings (electronic file) in AUTOCAD format (most recent version available on the market).

.4 Shop drawings must include, without being limited to, the following information:

- .1 Principal dimensions, location of various parts and their identification marks;
- .2 All shaping details, including shop joints, cuts, assemblies, openings, threads, support brackets, welding symbols, equipment lists, etc.
- .3 Name of drafter, verifier, engineer, date of creation and revisions, sheet number, sheet reference on assembly drawings, general and specific tolerances, etc.
- .4 Each part, assembly and other details must be referenced on the assembly drawings.

### **4.3 OPERATING AND MAINTENANCE MANUAL**

- .1 Must include complete documentation regarding the use and maintenance of the system.
- .2 Must include the required certifications.
- .3 Must include general diagrams and specific diagrams for any piece of equipment that will or may be used and/or maintained.
- .4 Must include the list of equipment and parts for each piece of equipment.

## **PART 5 - ACCEPTANCE CRITERIA / QUALITY ASSURANCE:**

### **5.1 DELIVERY**

- .1 The Contractor must notify the Technical Authority of the date of factory functional testing of the mobile loading bridge 10 days prior to the completion of work.

### **5.2 CERTIFICATION**

- .1 The following documents must be submitted at the time of delivery:
  - .1 The certificates issued by the CSA and the ULC;
  - .2 A certificate of inspection issued by the CSST, which must authorize operation of this mobile loading bridge in Quebec;
  - .3 Mill test certificates;
  - .4 Heat treatment certificate (as required);
  - .5 Warranties for specialized equipment for all original warranty periods greater than 12 months.

### **5.3 DEMONSTRATION**

- .1 The Contractor must notify the Technical Authority of the date of on-site demonstration and training 10 days prior to delivery to Cap-aux-Meules.
- .2 Tests must be performed on site in the presence of the Technical Authority. Using the vessels identified above, the Contractor must test the mobile loading bridge, verify its proper functioning and satisfaction of performance criteria and demonstrate its effective and safe operation.

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Buyer ID - Id de l'acheteur

qcn009

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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**PART 6 - DEADLINES AND DELIVERY DATES:**

.1 The Contractor must complete all work relating to the mobile loading bridge, including the design, manufacturing, testing, and delivery to the Cap-aux-Meules site, Magdalen Islands within 3 months of contract award date.

**ANNEX B****BASIS OF PAYMENT**

Provide and deliver at the Site of transport Canada, Port of Cap-aux-Meules, Magdalen Islands, Province of Quebec, the following items:

<b>Items</b>	<b>Description</b>	<b>Qty</b>	<b>Firm Unit Price (GST and QST extra)</b>	<b>Currency (ex.: CAD, USD, EURO, etc.)</b>
1	Mobile Loading Bridge and other dileverables as described in Annex A - Requirements.	1	\$ _____	_____
2	Delivery, transportation, Canadian customs duties and excise taxes (as applicable)	1	\$ _____	_____
Total "DDP Delivered Duty Paid" (Incoterms 2000) at Site of transport Canada, Port of Cap-aux-Meules, Magdalen Islands, Province of Quebec, :			\$ _____	_____
<b>(Price for item 1 + Price for item 2 = Total Price)</b>				

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## **ANNEX C** **INSURANCE REQUIREMENTS**

### **Commercial General Liability Insurance**

1.The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.

2.The Commercial General Liability policy must include the following:

a.Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b.Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c.Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d.Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e.Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f.Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g.Employees and, if applicable, Volunteers must be included as Additional Insured.

h.Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i.Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j.Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

k.If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l.Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m.Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

n.Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to

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pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

### **Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**ANNEX D**  
**Photos of current installation**



**CURRENT PERSONNEL BOARDING INSTALLATION**



**VIEWS OF THE PASSENGER LOADING BRIDGE**

Solicitation No. - N° de l'invitation  
EE519-140600/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
qcn009

Client Ref. No. - N° de réf. du client  
EE519-14-0600

File No. - N° du dossier  
QCN-3-36086

CCC No./N° CCC - FMS No/ N° VME

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**VIEW OF THE FERRY WHARF AND MOORED VESSEL "LE MADELEINE"**

Solicitation No. - N° de l'invitation  
EE519-140600/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
qcn009

Client Ref. No. - N° de réf. du client  
EE519-14-0600

File No. - N° du dossier  
QCN-3-36086

CCC No./N° CCC - FMS No/ N° VME



**VIEW OF THE OIL TANKER WHARF**

Solicitation No. - N° de l'invitation

EE519-140600/A

Client Ref. No. - N° de réf. du client

EE519-14-0600

Amd. No. - N° de la modif.

File No. - N° du dossier

QCN-3-36086

Buyer ID - Id de l'acheteur

qcn009

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX E**  
**Wharfs plans**